

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 11 / 2 / 18

Date of meeting 11 / 7 / 18

*(City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month.)*

Name of Citizen, Organization, Elected Official, or Department Head making request:

Jennifer Stapleton, City Administrator

Address: 1123 Lake Street

Phone number and email address: 208-265-1483; jstapleton@sandpointidaho.gov

Authorized by: Jennifer Stapleton

*name of City official*



*City official's signature*

*(Department Heads, City Council members, and the Mayor are City officials.)*

Subject: Addendum to Disc Golf License Agreement Baldy Mountain Property

Summary of what is being requested: Council approval of Addendum #1 to the Disc Golf License

Agreement with Eureka Institute which will extend the current agreement until March 31, 2019 while

the future of the Baldy Mountain property is being considered. Final action will be taken in March, 2019

**The following information MUST be completed before submitting your request to the City Clerk:**

1. Would there be any financial impact to the city? ☐ Yes ☒ No

If yes, in what way? \_\_\_\_\_

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Eureka Institue

Have they been contacted?

**Yes or No**

Yes

3. Is there a need for a general public information or public involvement plan? **Yes or No**

If yes, please specify and suggest a method to accomplish the plan: ☐ Yes ☒ No

4. Is an enforcement plan needed? **Yes or No** Additional funds needed? **Yes or No**

☐ Yes ☒ No

☐ Yes ☒ No

5. Have all the affected departments been informed about this agenda item? **Yes or No**

☒ Yes ☐ No

**This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.**

**ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM**



## **AGENDA REPORT**

**DATE:** November 2, 2018

**TO:** MAYOR AND CITY COUNCIL

**FROM:** Jennifer Stapleton, City Administrator

**SUBJECT:** Addendum to Disc Golf License Agreement Baldy Mountain Road Property

### **DESCRIPTION/BACKGROUND:**

On August 21, 2013, the City of Sandpoint entered into a Disc Golf License Agreement with the Eureka Institute for use of its Baldy Mountain Road Property. This property was acquired by the City as a site for a future regional wastewater treatment plant.

After a yearlong planning effort which included tours of other wastewater facilities throughout the region, discussions with other wastewater treatment owners participating in the Pend Oreille Clean Water Alliance (POCWA), input of an appointed Wastewater Citizens Advisory Committee and several public workshops, the City Council determined that the wastewater treatment plant will stay at its current location. This decision was made at the August 1, 2018 Council meeting.

As a result of that decision, the Mayor and City staff have begun an analysis of future City needs for this property and disposition options. The results of this review and a recommendation for City Council will be presented in March, 2019.

The existing Disc Golf License Agreement with the Eureka Institute for use of this property expired August 20, 2018. The Mayor and City staff recommend extending this agreement until March 31, 2019 when Council makes a decision as to the future of this property. The proposed Addendum #1 providing for this extension is attached.

**STAFF RECOMMENDATION:** Approve

**ACTION:** Approve Addendum #1 to the Disc Golf License Agreement with Eureka Institute

**WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED? N/A**

**ATTACHMENTS:** Resolution 13-37 & License Agreement with Eureka Institute

No: 18-  
Date: November 7, 2018

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: ADDENDUM TO AGREEMENT TO GRANT EUREKA INSTITUTE  
LICENSED ACCESS TO CITY PROPERTY ON BALDY MOUNTAIN  
ROAD FOR DISC GOLF COURSE**

WHEREAS: Sandpoint City Council adopted Resolution No. 13-37 during their regularly scheduled meeting on August 21, 2013, approving a license agreement with a duration of five years that authorizes the Eureka Institute to set up a new disc golf course on the City-owned sewer plant property located on Baldy Mountain Road;

WHEREAS: City Council made the decision during their August 1, 2018 Council meeting to remain at the current Wastewater Treatment Plant site for upgrades rather than utilizing the Baldy Mountain property site for expansion of the plant;

WHEREAS: The Mayor and City staff will analyze future City needs and disposition options for the Baldy Mountain Road site and bring a recommendation to City Council in March, 2019; and

WHEREAS: The Mayor and City staff recommend extending the agreement to the Eureka Institute until March 31, 2019.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor is hereby authorized to execute an addendum to the agreement on behalf of the City of Sandpoint, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

\_\_\_\_\_  
Shelby Rognstad, Mayor

ATTEST:

\_\_\_\_\_  
Maree Peck, City Clerk

City Council Members:

YES                      NO                      ABSTAIN                      ABSENT

1. Eddy
2. Aitken
3. Williamson
4. Ruehle
5. Aispuro
6. Darling

DISC GOLF LICENSE AGREEMENT  
BALDY MOUNTAIN ROAD PROPERTY  
ADDENDUM #1

THIS ADDENDUM dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Sandpoint, a municipal Corporation of the State of Idaho, and Eureka Institute, a 501 (c) (3) nonprofit corporation regarding the DISC GOLF LICENSE AGREEMENT BALDY MOUNTAIN ROAD PROPERTY, effective August 21, 2013 ("hereinafter "License").

I. GENERAL:

In the event of a conflict between the terms of this Addendum and the Terms of the License, the terms of this Addendum shall control.

II. TERM:

1. By mutual agreement of the parties the term of the License shall be extended through 12:00 pm March 31, 2019.

The remaining terms of the License shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date indicated below.

CITY OF SANDPOINT

EUREKA INSTITUTE:

BY: \_\_\_\_\_  
Shelby Rognstad, Mayor

By: \_\_\_\_\_  
Steve Holt, Executive Director

Dated: November \_\_\_\_, 2018

Dated: November \_\_\_\_, 2018



No: 13-37  
Date: August 21, 2013

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

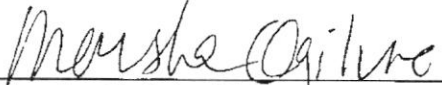
**TITLE: AGREEMENT TO GRANT EUREKA INSTITUTE LICENSED ACCESS TO  
CITY PROPERTY ON BALDY MOUNTAIN ROAD FOR DISC GOLF COURSE**

WHEREAS: The community disc golf course currently located on the University of Idaho property on Boyer Avenue must be relocated;

WHEREAS: Eureka Institute has requested that the City of Sandpoint allow the new course to be set up on currently unused City-owned sewer plant property located on Baldy Mountain Road, with assurances that they will maintain the property and restore it to its original condition upon vacating; and

WHEREAS: City staff and City Council have reviewed the request and agree that it should be granted.

NOW THEREFORE BE IT RESOLVED THAT: The Mayor is hereby authorized to execute a license agreement on behalf of the City of Sandpoint, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

  
Marsha Ogilvie, Mayor

ATTEST:

  
Maree Peck, City Clerk

City Council Members:

	YES	NO	ABSTAIN	ABSENT
1. Logan	X			
2. Brunner	X			
3. Schuck	X			
4. Qualls            Second	X			
5. Eddy	X			
6. Rognstad        Motion	X			

DISC GOLF LICENSE AGREEMENT  
BALDY MOUNTAIN ROAD PROPERTY

<sup>Aug.</sup> THIS LICENSE AGREEMENT (the "License") the effective date of which is the 21<sup>st</sup> day of ~~July~~, 2013, by and between the City of Sandpoint, a municipal corporation of the State of Idaho, hereinafter "City," and Eureka Institute, a 501 (c) (3) nonprofit corporation hereinafter "Eureka".

WITNESSETH

WHEREAS, City is the owner of certain real property located in Bonner County, Idaho, as depicted on the map attached hereto as Exhibit A; and

WHEREAS, City hereby agrees, subject to the terms and conditions set forth herein, to permit Eureka to use the property, PIN# RP57N02W167950A, commonly known as 10076 Baldy Mountain Road, Sandpoint, ID 83864 (the "Property");

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is expressly agreed by and between the parties hereto as follows:

1. Grant of License. Subject to the terms and conditions hereinafter set forth, City hereby grants to Eureka a non-exclusive license to use the Property for the purposes of constructing and maintain one or more disc golf courses and associated facilities.

City reserves approximately one (1) acre adjacent to the parking lot for the purpose of storing snow removed from City streets and other City facilities.

2. Scope of License. The License for access granted herein shall be limited to the construction and use, including tournaments and other events, of one 9 hole family disc golf course and one 18 hole professional disc golf course, together with associated facilities. This License is not assignable, shall not run with the land and shall be to Eureka only.

3. Permits. Eureka shall notify City of intended actions on the Property and obtain all necessary permits from Bonner County, or from the City, as needed or required, for any work, construction, building or other activity on the Property subject to permitting. Debris handling or burn permits shall be coordinated through Westside Fire District.

4. Eureka's Duty to Restore. During the term of this License, Eureka shall properly restore any damage to the Property owned by City that is caused by Eureka's use of the Property. Eureka to restore the Property to its condition prior to use by Eureka, at its sole cost and expense, which restoration shall include but not be limited to restorations, remediation, removal or cleanup (collectively, the "Restoration"). Restoration does not include removal of established paths. All Restoration shall be performed in a good and workmanlike manner.

5. Term. The duration of this License shall be for Five (5) years beginning August 21, 2013 and extending through 12:00 pm August 20, 2018. This license may be renewed for additional terms upon mutual agreement of the parties.

6. Termination. This License may be terminated by either party, with or without cause, upon 90 days written notice to the other party.

7. Sanitation and Refuse. Eureka shall provide for the collection and proper disposal of all sanitation and refuse generated or located on the property. Water quality, erosion control and storm water control are goals of paramount importance to the City. All actions of Eureka shall account for this City goal.

8. Structures on Property. Existing structures on the property may be altered or reconstructed after consultation with the Public Works Director. New structures on the property shall receive the written approval of the Public Works Director. Removal of fencing within the perimeter fence may be removed with the written approval of the Public Works Director.

9. Property Maintenance. Maintenance of structures, gates, fences, access roads, parking lots, trails and all other items not herein contemplated shall be the responsibility of Eureka during the duration of this license. Items that the City installs for City purposes (ie. snow storage area, etc.) shall be maintained by the City.

In addition, Eureka shall ensure that vegetation on property is maintained to control noxious weeds and to limit fire danger. Maintenance can be a combination of mowing, herbicides or other methods approved by the Public Works Director. Eureka shall be notified of any herbicidal use on the property by City.

10. Insurance. Eureka shall, at Eureka's own expense, obtain a policy or contract of insurance or comprehensive liability plan, which policy, contract or plan shall provide that the insurance carrier pay on behalf of the insured governmental entity or its employees to a limit of not less than One Million Dollars (\$1,000,000) for bodily or personal injury, death, or property damage, or loss as a result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Said insurance policy shall name City as an additional insured. A copy of a certificate of insurance shall be provided to the City at least five (5) days prior to beginning any activities on the Property. Such policy, plan, or contract of insurance shall, at all times during the term of this Agreement, be kept in full force and effect.

11. Indemnification.

a. Generally. Eureka hereby agrees to protect, save, defend, indemnify and hold City harmless from and against any and all claims, damages, losses, expenses or liabilities now or hereafter arising from any act, work or thing done or permitted to be done or otherwise suffered or the omission to act, in or about the Property, by Eureka or by any of Eureka's agents, employees, contractors, permittees or invitees, or from a breach or default by Eureka in performance of any obligation on the part of Eureka to be performed under the terms of this

License or from any personal injury occurring on the Property to any of Eureka's employees, agents, contractors, permittees or invitees. Eureka shall also indemnify City, from and against all damages, losses, expenses (including, without limitation, attorneys' fees), and liabilities incurred or suffered by said parties in the defense of or arising out of or resulting from any claim covered by the foregoing indemnification of any action or proceeding brought thereon. In the event any action or proceeding shall be brought against that party by reason of any such claim, Eureka, upon notice from said parties, shall defend the same at Eureka's expense by counsel reasonably satisfactory to such parties. The obligations of Eureka contained herein shall survive the termination of this License.

b. Hazardous Materials.

(i) Eureka shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Property by Eureka, its agents, employees, contractors or invitees in a manner or for a purpose prohibited by or which could result in liability under any applicable law, regulation, rule or ordinance. Eureka shall comply with all affirmative legal requirements concerning Hazardous Materials. If Eureka breaches the obligation stated in the preceding sentences, or if the presence of Hazardous Materials on the Property caused or permitted by Eureka results in a release of any Hazardous Materials, a discharge of a pollutant or contaminant or any other contamination of the Property resulting in a potential violation of or inurrence of liability under any law, regulation, rule or ordinance, or if contamination of the Property by any Hazardous Materials otherwise occurs for which Eureka is liable to City or any third party, including without limitation any governmental agency, under any principal of law or equity, whether contractual, statutory or otherwise, for damage resulting therefrom, then Eureka shall indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, injunctive actions or orders, or losses (including without limitation diminution in value of the Property, damages for the loss or restriction on use of the Property, damages arising from any adverse impact on marketing of the Property and sums paid in settlement of claims, "response costs" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), attorneys' fees, consultant fees and expert fees) which arise during or after the term of this License as a result of such contamination.

(ii) This indemnification of City by Eureka pursuant to the Paragraph5b(i) above includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in the soil or ground water on or under the Property or emanating from the Property caused by Eureka.

(iii) Eureka shall notify City of any release of any Hazardous Materials that Eureka knows or has reason to believe has or will come to be located on or beneath the Property.

c. Definition of "Hazardous Materials". The term "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant



or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any "hazardous substance" within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9601 etseq. or any analogous state statute; (2) any "hazardous waste" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 etseq.; (3) any "hazardous chemical substance or mixture" or "imminently hazardous chemical substance or mixture" within the meaning of the Toxic Substances Control Act, 15 U.S.C. §§ 2601 etseq.; (4) any "hazardous air pollutant" within the meaning of the Federal Clean Air Act, 42 U.S.C. § 7400 etseq.; (5) any "toxic pollutant" or "oil or hazardous substance" within the meaning of the Federal Water Pollution Control Act, 33 U.S.C. § 1250 etseq.; (6) any "contaminant" within the meaning of the Safe Drinking Water Act, 42 U.S.C. § 300f etseq.; (7) petroleum or any fraction thereof; (8) asbestos; or (9) any other substance, chemical, waste, toxicant, pollutant or contaminant regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment.

12. Waiver of Claims. Eureka hereby waives any claims against City for injury to or death of Eureka's agents, employees, contractors, permittees or invitees, or any other person in or about the Property from any cause whatsoever, unless caused by the City, its agents, employees, contractors or invitees.

13. Notices. Except as otherwise expressly provided herein, all notices and demands pursuant to this License shall be in writing delivered in person or by commercial courier or by first class certified or registered mail, postage prepaid and return receipt requested. Notices shall be addressed as appears below for the respective parties, provided, however, that any party may change its address for the purpose of this paragraph by giving written notice thereof to the other party.

To City:	City of Sandpoint Attn: City Clerk 1123 Lake Street Sandpoint, Idaho 83864
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If to Eureka:	Eureka Institute Steve Holt, Executive Director 6162 Eureka Road Sagle, ID 83860
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14. Attorneys' Fees. If either party commences an action against another to enforce any of the terms of this License or because of the breach by any party of the terms hereof, the prevailing party in such action shall be entitled to recover its attorneys' fees and costs and expenses incurred in connection with the prosecution or defense of such action, including any appeal thereof, in addition to all other relief.

15. Governing Law. This License shall be governed by and construed in accordance with Idaho law.

16. Time of Essence. Time is of the essence in the performance of the parties respective obligations stated therein.

17. Entire Agreement. This License contains the entire agreement of the parties hereto with respect to the subject matter contained herein and supersedes all prior understandings and representations of the parties, whether written or oral. Any subsequent modifications of this License must be made in writing and signed by all parties hereto.

18. Counterparts. This License may be executed in two counterparts, each of which shall be deemed an original but which when taken together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date indicated below.

CITY OF SANDPOINT:

Dated: Aug 23rd, 2013

By: Marsha Ogilvie  
Marsha Ogilvie, Mayor

ATTEST

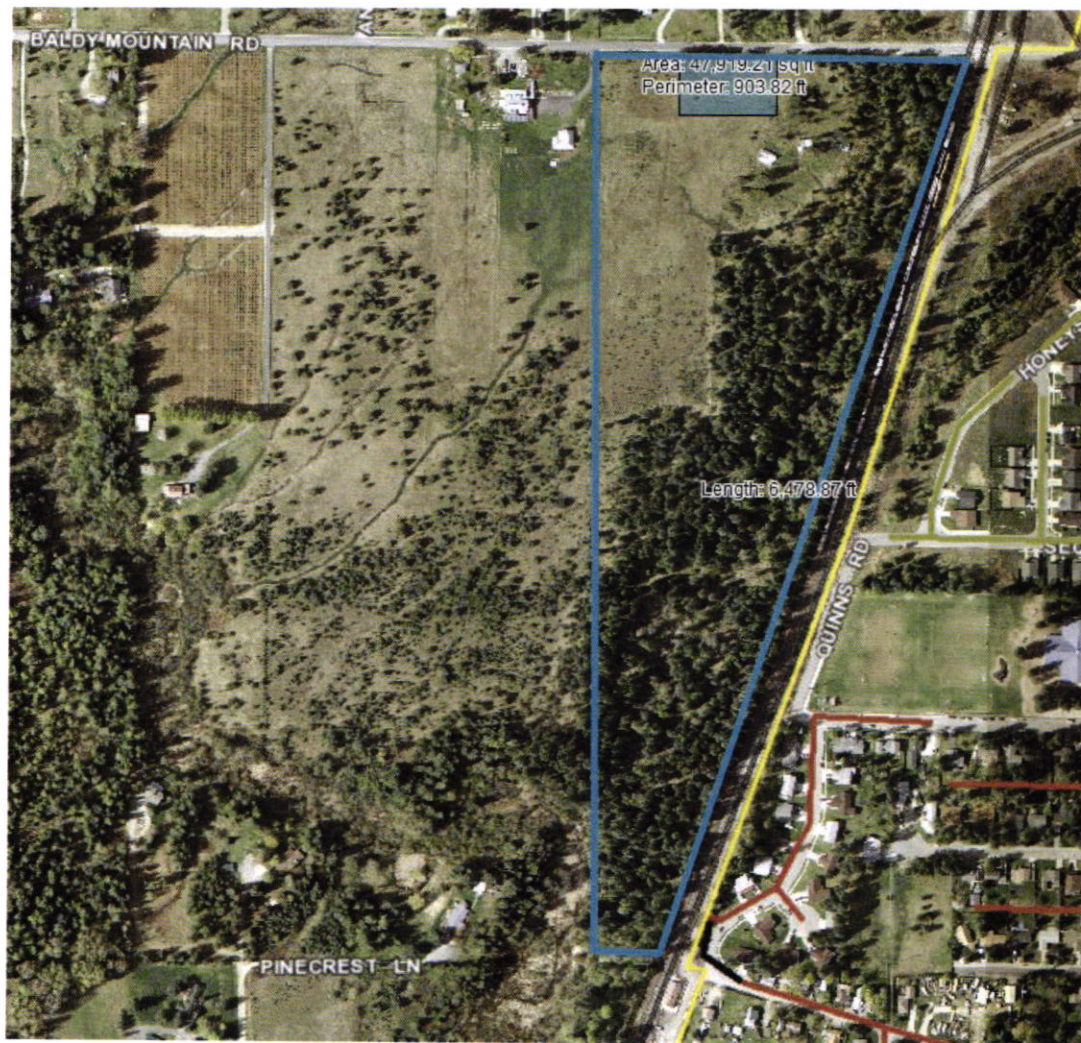
By: Maree Peck  
Maree Peck, City Clerk

EUREKA INSTITUTE:

Dated: 8/23, 2013

By: Steve Holt  
Steve Holt, Executive Director

EXHIBIT A





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  <b>Pend Oreille Insurance &amp; Financial Service</b> <b>476394 Hwy 95 #101</b> <b>Ponderay, ID 83852</b>	CONTACT NAME: <b>Jodie Corless</b>	FAX (A/C, No): <b>(208)255-7318</b>
	PHONE (A/C, No, Ext): <b>(208)263-2169</b>	E-MAIL ADDRESS: <b>jodiecorless@pendins.com</b>
INSURED  <b>The Eureka Institute Inc</b> <b>513 Oak St</b> <b>Sandpoint, ID 83864</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Francis L Dean &amp; Associates of Ca LLC</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

CERTIFICATE NUMBER: 95949594-0

REVISION NUMBER: 1

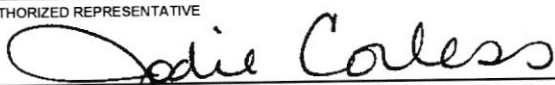
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	SRPGAP-101-0413	06/01/2013	06/01/2014	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as additional insured.

## CERTIFICATE HOLDER

<b>City of Sandpoint</b> <b>1123 Lake St.</b> <b>Sandpoint, ID 83864</b>	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (JLC)

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